

#820844

AGREEMENT

between the

**SCHOOL BOARD OF
BREVARD COUNTY**



and the

**INTERNATIONAL BROTHERHOOD OF
PAINTERS AND ALLIED TRADES
LOCAL 1010**



1995-96

2,600 Classified em'ls
X-6/30/96

JUN 21 1996

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ARTICLE I
RECOGNITION

1.01 The School Board of Brevard County (hereinafter "Board") hereby recognizes Local 1010, International Brotherhood of Painters and Allied Trades, AFL-CIO (hereinafter "Union") as the exclusive bargaining representative for all classified employees listed in Section 1.02

	Pay Grade
1.02 Classification Title	
<u>CLERICAL AND RELATED</u>	
Auditory Screening Assistant	17
Chapter 1 Assistant I ²	16
Chapter 1 (Migrant) Home School Liaison Assistant I ²	16
Clerk Typist	16
Copy Center Clerk	16
Copy Center Specialist	18
Even Start Program Teacher Assistant I	16
Even Start Program Teacher Assistant II	17
Grant Coordinator	27
Hearing Interpreter - Level 1	17
Hearing Interpreter - Level 2	18
Hearing Interpreter - Level 3	19
Home Program Specialist ²	18
Instructional Assistant	18
Learning Lab Assistant 1 (Adult Ed)	16
Library Clerk	16
Mail Services Clerk	16
Mental Health Technician ²	22
Paramedia Specialist	22
Physical/Occupational Therapist Assistant	30
Preprofessional ²	17
Receptionist Educational Services Facility	16
Secretary	18
School Data Clerk	17
School Office Clerk (Adult Ed)	17
School Office Clerk	17
Switchboard Operator	16
Teacher Assistant I ²	16
Teacher Assistant I - Infant Day Care /ETP	16
Teacher Assistant I (P E) ²	16
Teacher Assistant I - Florida First Start/Parent Educator	16
Teacher Assistant I - Pre-K ²	16
Teacher Assistant I - Exceptional Ed ²	16
Teacher Assistant I - Exceptional Ed - Pre-School ²	16
Teacher Assistant I - Ex Ed Emotionally Handicapped ²	16
Teacher Assistant I - Ex. Ed Profoundly Handicapped ²	16

	Classification Title	Pay Grade
2	<u>CLERICAL AND RELATED (Continued)</u>	
3	Teacher Assistant I - Disadvantaged ²	16
4	*Teacher Assistant I - Special Assignment ²	16
5	Teacher Assistant I - School Age Child Care	16
6	Teacher Assistant II ²	17
7	Teacher Assistant II - Exceptional Ed ²	17
8	Title I Parent Education Assistant II	18
9	Title I Instructional Assistant II	18
10	Teacher Assistant II - Infant Day Care/ETP	17
11	Tutorial Program Specialist	20
12	Vision Screening Specialist	17
13	Word Processing Specialist	18
14		
15	<u>CUSTODIAL</u>	
16	Custodian	15
17	Head Custodian I	19
18	Head Custodian II	20
19	State Certified Custodian - additional 5% to regular hourly rate	
20		
21	<u>EQUIPMENT REPAIR AND TECHNICAL</u>	
22	Electronics Repairman	23
23	Electronics Technician	25
24	Computer Technician	26
25		
26	<u>FINANCE AND ACCOUNTING</u>	
27	Accountant	24
28	Accounting Clerk	19
29	Accounting and Investment Specialist	22
30	Chief Accounting Clerk	20
31	Elementary School Bookkeeper	18
32	Middle School Bookkeeper	18
33	Jr. High School Bookkeeper	19
34	Senior High Bookkeeper	20
35	Property Records Clerk	17
36		
37	<u>FOOD SERVICE</u>	
38	Baker	16
39	Cafeteria Worker	15
40	Cafeteria Cashier	16
41	Cook	16
42		
43	<u>MAINTENANCE, CONSTRUCTION AND TRADES</u>	
44	Air Conditioning/Refrigeration Mechanic	25
45	Asbestos Abatement Technician	27
46	Boiler Mechanic	25
47	Boiler Technician	26
48	Building Safety Inspector	22

		Pay Grade
1		
2	Classification Title	
3	<u>MAINTENANCE, CONSTRUCTION and TRADES (Continued)</u>	
4	Cabinetmaker	24
5	Carpenter	23
6	Chiller Mechanic Specialist	26
7	Construction Inspector	28
8	Control Repairman	25
9	Design Draftsman	28
10	Electrician	25
11	Environmental Specialist I	30
12	Expediting Coordinator	28
13	Fire Extinguisher Mechanic	21
14	Floor Covering Installer	21
15	General Repairman	19
16	Heavy Equipment Operator	22
17	Light Equipment Operator	17
18	Locksmith	21
19	Maintenance Communicator	19
20	Maintenance Worker	16
21	Mason	21
22	Painter	21
23	Pest Control Mechanic	21
24	Pool Mechanic	22
25	Plumber	24
26	Roofer	22
27	Small Engine Mechanic	20
28	Waste Water Treatment Plant Technician	27
29	Welder	22
30		
31	<u>MATERIALS AND DISTRIBUTION</u>	
32	Parts Specialist	25
33	Driver/Courier	17
34	Film Repairman/Scheduler	16
35	Microfilm Technician	16
36	Stores Clerk	16
37	Storekeeper	20
38	Surplus Property Clerk	17
39	Tractor Trailer Driver	19
40	Vehicle Parts Inventory Clerk	20
41		
42	<u>MECHANICAL REPAIR</u>	
43	Machinist-Mechanic	24
44	Mechanic	23
45	Mechanic Helper	16
46	Paint and Body Mechanic	23
47		
48	<u>PRINTING</u>	
	Compositor (Typesetter)	21

	Classification Title	Pay Grade
1	PRINTING (Continued)	
2	Photolithographer	23
3	Printer	22
4	Printer Apprentice	15
5		
6	TRANSPORTATION	
7	Bus Attendant	16
8	Bus Driver	19
9	Route Specialist/Trainer	21
10	Transportation Accounting Clerk	20
11	Transportation Office Clerk	16
12		
13	The normal workday for most employees is eight (8) hours.	
14	Significant exceptions are noted below.	
15	(¹)	For these positions the normal workday is six (6) hours
16	(²)	For these positions the normal workday is six and one-half (6 1/2) hours, or as are dictated by the project
17		
18		
19		
20	NOTE.	In some cases eight (8) hour personnel work four (4) ten (10) hour workdays.
21		
22	The Board selection of an employee to fill a Cafeteria Cashier vacancy shall include seniority among the factors to be considered in such a selection.	
23		
24		
25	** Bumping rights into these positions shall require that conditions for employment as set forth in the grant awards be fully met.	
26		
27		
28	The description of normal workdays and/or work hours as found herein shall not be construed to limit the Board's authority to schedule employees' workdays and/or work hours so that during the period of time that school is not in regular session in the summer such schedule may reflect four (4) days at ten (10) hours per day rather than five (5) days at eight (8) hours per day for such summer period only. During such summer time, employees who normally work less than forty (40) hours per week may have their workweek adjusted pro-rata at the Board's discretion. Such schedule adjustment shall not necessitate the requirement of the parties to conduct any further negotiations on the subject. When employees' workdays and work hours are changed to four (4) days per week during the summertime, all holidays falling during such time shall be paid at ten (10) hours holiday pay. Employees so scheduled shall be scheduled for breaks as provided in Article 26 of this Agreement provided that for the summer period one (1) of two (2) ten (10) minute paid rest breaks shall be increased to fifteen (15) minutes.	
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43	1.03	As used herein the term "employee" shall refer to all those persons included in the bargaining unit described in Section 1 02 except substitute employees, temporary employees, and persons employed under the Comprehensive Education and Training Act (CETA) and/or programs approved by the Private Industry Council.
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- 1 **1.031** A regular employee is a person employed a full day, full year for a
2 prescribed position. In the absence of any other directive, a full day
3 shall be deemed to be eight (8) hours (Section 1.02).
4
- 5 **1.032** A part-time employee is a person employed a full year, but less than a
6 full day, for a prescribed position.
7
- 8 **1.033** A temporary employee is a person employed for an approved position
9 to which he/she is temporarily assigned for a period not to exceed four
10 (4) calendar months or to replace a regular employee or part-time
11 employee on a leave of absence for a period not to exceed four (4)
12 calendar months.
13
- 14 **1.034** A substitute employee is a person who replaces a regular, part-time or
15 temporary employee on a day-to-day basis. A person shall not remain
16 a substitute employee after having been assigned to work for more than
17 twenty (20) continuous working days within a prescribed position. In
18 the event the position in which the substitute has been working as
19 described herein becomes vacant, such substitute shall not automati-
20 cally be entitled to such position and the position shall be subject to
21 the procedures for filling vacant position as otherwise provided in this
22 Agreement. "Prescribed position" as used herein shall mean the
23 position assignment of a particular individual employee and shall not be
24 construed to broadly apply to all employees within a classification title.
25
- 26 **1.035** Cafetena employees hired after July 1, 1993, whose normal workday
27 is four (4) hours or less, shall not be eligible for any fringe benefits as
28 provided by the Board. Such benefits shall include medical insurance,
29 life insurance, and the like.
30
- 31 **1.04** A "Lead Worker" category may be created by the Board in any of the classification
32 titles listed in Article 1.02. An employee designated as a "Lead Worker" shall be
33 paid at ten percent (10%) above his/her regular rate for the duration of the lead
34 worker assignment. Such assignments are temporary in nature. The creation of
35 a lead worker category and the selection of an employee to fill any lead worker
36 assignment shall be within the total discretion of the Board. Except as otherwise
37 provided herein, a Lead Worker shall only lead workers within his/her job
38 classification and shall not be assigned supervisory responsibilities. The
39 selection of an employee to fill a Lead Worker assignment shall not be made for
40 the purpose of granting a pay increase to such employee. Employees so
41 assigned shall actually perform necessary job functions including the leading of
42 other employees in his/her job classification. Employees who lead as described
43 herein must perform additional functions and responsibilities of a lead for no
44 less than four (4) other employees in order to receive the pay increase. Current
45 employees who are classified as "Leads" who do not meet this criteria shall
46 cease receiving the ten percent (10%) increase as of January 1, 1993. Lead
47 designations shall be annually submitted in writing by the supervisor for approval
48 to Personnel showing what additional responsibilities and functions will be

1 required. The requirement for the Lead Worker to lead in his/her own job
2 classification may be waived when it is necessary to cross job classifications due
3 to the requirements of the work involved and is shown in the written description
4 of duties.

5
6 Bus drivers who are designated temporarily as Leads for the purposes of
7 assisting in other assignments, including CDL training, shall receive an increase
8 of ten percent (10%) of his/her salary for the duration of such temporary
9 assignment.

10
11 **1.05** An employee assigned additional hours of work at his/her regular assigned work
12 site and within his/her job classification shall be paid at his/her regular rate up to
13 forty (40) hours.

14
15 **1.06** Employees whose normal work year is less than twelve (12) months and who
16 apply for summer employment shall be utilized for such employment provided
17 that in the judgment of the Board the employee is qualified for such employment
18 and is physically able to perform such work.

19
20 ***1.07** This classification is reserved for those Teacher Assistants who are assigned to
21 work with a specific child in the exceptional education program and such
22 assignment necessitates the Teacher Assistant and student remaining together
23 for the duration of the student's school years. Should the Teacher Assistant no
24 longer have the assignment as shown above, the other provisions of the
25 Collective Bargaining Agreement will control

26
27 **1.08** The Board and the Union agree to form a six (6) member committee of equal
28 representation appointed by the parties for the purpose of reviewing the District's
29 job descriptions for unit employees. This committee shall review all special
30 licenses and certifications, e.g., Automotive Service Excellence (ASE), etc., for
31 unit job classifications submitted to it and make recommendations to the Board
32 and Union Negotiators. If there is a mutually agreed to need for additional
33 committee members, equal numbers shall be appointed by both parties.

34
35 **1.09** An employee, including bus drivers, who is assigned by the Board to work a
36 normal twelve (12) -month work year at a Modified Calendar School shall receive
37 his/her regular wages and other benefits that are provided to other twelve
38 (12)-month employees.

39
40 **1.10** The Board and the Union agree to form a six (6)-member committee of equal
41 representation appointed by the parties to study wages and salaries of unit
42 employees and submit a report to the Union and the Board negotiators. If there
43 is a mutually agreed to need for additional committee members, equal numbers
44 shall be appointed by both parties

ARTICLE 2

DUES CHECKOFF

- 2.01** The Board will deduct from the pay of each employee from whom it receives authorization to do so, an amount equal to the dues specified in the Union Bylaws. Such dues deduction shall not be changed more than one time during the fiscal year. Notice of such change shall be received by the Board no later than sixty (60) calendar days prior to the payroll date on which such change is to become effective. Such dues change as provided herein shall only apply to the monthly uniform amount which is deducted from the employee's check and shall not apply to any other deductions. In the event that the amount of an employee's check is not sufficient to cover the dues deduction such deduction shall be made for both payroll periods in the next payroll period in which the amount due the employee is sufficient to cover the dues deduction. Existing dues deduction priority shall not be changed except as mandated by law or by mutual agreement between the Board and the Union.
- 2.02** Said amount shall be deducted per payroll period and remitted to the Union (including employee names, totals, and social security numbers) on or before the tenth day following the last regular payday of each month. The amount of each biweekly deduction shall be equal to one-twentieth (1/20) of the applicable annual dues. The amount of each monthly deduction shall be equal to one-tenth (1/10) of the annual applicable dues. In addition to the annual dues deduction the Board shall deduct as additional dues one percent (1%) of the gross wage earned each payroll period.
- 2.03** In each fiscal year, deductions for annual dues shall begin on a mutually agreed upon date in September and end upon a mutually agreed upon date in June to achieve the purposes of Article 2.02, except the one percent (1%) shall be deducted for all pay periods.
- 2.04** The deductions and employee authorizations of Article 2.01 and 2.02 above shall remain in full force during the term of the Agreement as specified in Florida Statutes, section 447.303. The Board agrees to provide the Union on a monthly basis with information as to which employees have revoked dues deduction as provided herein.
- 2.05** The Board will deduct from the pay of each new employee from whom it receives authorization to do so an initiation fee equal to twenty (20) times the employee's hourly rate. The initiation fee is to be deducted over a four (4) month period at five (5) times the hourly rate per month and remitted to the local Union on or before the tenth (10th) day following the pay date.
- 2.06** There shall be no charge to the Union for dues deductions and initiation fee deductions.
- 2.07** The Union agrees to hold harmless the Board and all of its agents and employees

1 against any charges or complaints, provided only that the Board has complied
2 with all of its obligations under this Article.

3
4 **2.08** The Board agrees to deduct from the pay of each employee from whom it receives
5 authorization to do so a uniform amount per payroll period and to remit same to
6 the Union at the time and in the same manner described in Article 2.02. Such
7 deduction shall only be used by the Union for contributions to charitable and/or
8 Union insurance programs designated by the Union.

9
10 **2.09** The Board agrees to deduct from the pay of employees who authorize the Board
11 to do so through procedures described herein for the dues deduction, the amount
12 of ten dollars per school year, a political contribution to the Union's Political Action
13 Committee. Such ten dollars (\$10.00) shall be deducted in the amount of fifty
14 cents (\$.50) per payroll period. PAC deductions shall be transmitted to the Union
15 in the same manner as regular dues and may be revoked as provided for dues
16 deduction in this Article Effective July 1, 1994, PAC deductions as provided
17 herein shall be remitted to the Union in a separate check.

18 **ARTICLE 3**

19 **RESPONSIBILITY**

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23 **3.01** It is expressly understood and agreed that all functions, rights, powers, or
24 authority of the administration of the school district and of the Board which are not
25 specifically limited by the language of this Agreement are retained by the Board
26 provided, however, that no such right shall be exercised so as to violate any other
27 specific provisions of this Agreement.

28
29 **3.02** The Superintendent or designee shall advise the Union, in writing, of proposed
30 changes requiring the approval of the School Board in job classifications,
31 regulations, and policies directly affecting members of the bargaining unit prior
32 to the implementation of the same. The Superintendent or designee shall
33 likewise afford the Union an opportunity to submit its views in writing in advance
34 with respect to such changes prior to School Board action.

35 **ARTICLE 4**

36 **NONDISCRIMINATION**

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40 **4.01** The Board agrees that it will not discriminate against any employee with respect
41 to wages, hours, or conditions of employment by reason of the employee's Union
42 membership or his/her participation in lawful Union activities.

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ARTICLE 5

COMMUNICATIONS

- 5.01** The Board agrees that the Union may place a designated and accessible bulletin board at each school, area office compound, county office, bus and/or maintenance compound, 520 warehouse, and 520 bus compound. This section will not apply to any facility which is temporarily or permanently inoperative. An effort shall be made to utilize a location convenient for all employees during their normal work hours. Provided that the placement, location, size, color, and other characteristics of such bulletin board shall be by mutual agreement between the Union and the Director of Labor Relations, and provide further that this provision shall not be construed so as to require any expenditure on the part of the Board. All unit job openings shall be posted on this bulletin board. Such posting on the Union bulletin board shall be the responsibility of the Union. No later than September 15 of each year the Union shall provide the supervisor of each work location described herein with the name in writing of the bargaining unit member who has the responsibility for the posting and maintaining of such bulletin board.
- 5.02** The Board agrees that the Union, at its own expense and sole responsibility, may make available to each new employee the following material at the applicable work location: 1) Current Agreement; 2) Membership application; 3) Dues deduction card; 4) AFL-CIO pamphlet WHY UNIONS; 5) Cover letter. Cover letter to be mutually agreed to by the Board and the Union.
- 5.03** The Board shall provide the Union at no cost with one (1) copy of the materials relating to all public Board meetings which are generally distributed to the press at a time after said materials are made available to the Board, but no later than when the materials are distributed to the press for any regular meeting of the Board.
- 5.04** The supervisor of each work location and the Director of Labor Relations shall receive from the Union a copy of any Union material which is generally distributed to and/or posted for employees. The term "generally distributed" as used herein shall not be construed so as to violate an employee's rights to privacy of his/her U.S. Mail.
- 5.05** Upon the written request of the Union, the Board shall provide four (4) times each year, without cost, a listing of unit employees by school and/or work location which shall include their full names, social security numbers, full home mailing addresses, and job classifications.

ARTICLE 6

PROMOTIONS

- 6.01** The term "promotion" as used in this Article means the advancement of an employee to a higher rated job classification or the same classification and/or pay

1 grade with additional hours of work in such classification and/or pay grade within
2 the bargaining unit.

3
4 **6.02** All promotional vacancies within the bargaining unit for regular employment will
5 be posted by the Assistant Superintendent, Personnel Services or designee on
6 Union and other appropriate bulletin boards (see Article 5 for locations of such)
7 The notices shall include the job classification, rate of pay, work location, and the
8 nature of the job requirements. Such posting shall be for a period of not less than
9 five (5) days exclusive of Saturday, Sunday, and observed legal holidays. A copy
10 of the notice shall also be sent to the business agent of the Union or designee.

11
12 **6.03** During the period of posting, employees, except probationary employees, who
13 wish to apply for the open position, including employees on layoff, may do so. The
14 application shall be in writing and on a standard form furnished by the Board and
15 such shall be submitted to the Human Resources office or such other location(s)
16 as may be specified in the notice. In the event an employee applicant for a posted
17 promotional position is denied the opportunity to be interviewed for such position,
18 the employee may request the Director of Human Resources/Labor Relations to
19 ascertain the reason(s) such interview was unavailable.

20
21 **6.04** The Board shall permanently fill such job vacancies from among those persons
22 who have applied who are judged by the Board to be most qualified for the
23 position and from this group the most senior qualified employee, if any, will fill the
24 vacancy. Nothing contained herein shall be construed to prohibit the Board from
25 filling a vacant position within the same pay grade by administrative transfer with
26 agreement of the employee who is selected for transfer. In the event the Board
27 elects to so fill a vacant position, the posting and selection procedures as
28 described herein shall be applied to the vacancy created by such administrative
29 transfer.

30
31 **6.041** An employee who is on layoff and applies for a posted vacancy shall be
32 offered the position prior to a non-employee, provided the employee is
33 the most qualified applicant and has satisfactory evaluations and
34 exemplary attendance as defined in Article 13.07.

35
36 **6.05** A notice listing those employees who have applied for the position(s) and the
37 employee(s) recommended for such position(s) shall be posted, with a copy to
38 all employee applicants and the Union, at the worksite having the vacancy within
39 two (2) workdays of the recommendation and be posted for a period of at least
40 ten (10) workdays. The failure of an employee to receive such copy shall not be
41 construed so as to limit the Board's authority to select promotional assignments
42 as provided herein.

43
44 **6.06** An employee promoted pursuant to the preceding paragraphs who fails to
45 achieve a satisfactory level of performance within thirty (30) calendar days shall
46 have the right to return to the job from which he/she was promoted
47
48

- 1 **6.07** A promoted employee shall be placed on the salary schedule by vertical
2 movement to the same experience level at which he/she was paid immediately
3 prior to such promotion. Provided this shall not change an employee's entitle-
4 ment to move to a higher experience column as provided in Article 33. Should
5 an employee be demoted or reclassified to a position in a lower pay grade, such
6 employee shall be placed on the Wage and Salary Schedule by using the inverse
7 of the system above.
8
- 9 **6.08** Additional hours of custodial work at a school site shall be offered to the
10 existing custodian(s) subject to the following procedures and requirements.
11
- 12 (a) Limited to the classification of Custodian as reflected in Article 1 of this
13 Agreement.
14
- 15 (b) Shall apply only to additional allocation(s) received after November 1
16 each fiscal year for the current fiscal year.
17
- 18 (c) Shall apply only to additional hours of work in excess of four (4) hours.
19
- 20 (d) The amount of additional work time shall be limited to no more than two
21 (2) hours provided that the Board may, at its option, assign more than
22 two (2) hours.
23
- 24 (e) This provision shall not be construed so as to require the Board to assign
25 any employee to work beyond eight (8) hours in any single work day.
26

27 **ARTICLE 7**

28 **TRANSFER PROCEDURE**

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- 30
- 31 **7.01** Any employee who has been working at a work location for at least twelve (12)
32 consecutive months or for his/her entire prescribed work year, whichever shall be
33 lesser, shall have the right to apply for a transfer to another work location within
34 the same job classification.
35
- 36 **7.02** The application shall be in writing and on a standard form furnished by the Board.
37
- 38 **7.03** If a vacancy shall occur within twelve (12) calendar months of application
39 authorized under Section 7.01, the supervisor of the work location with such
40 vacancy shall interview such applicant(s) prior to the posting of such vacancy
41
- 42 **7.04** In all other circumstances an employee may apply for transfer to another work
43 location with the approval of his/her immediate supervisor
44
- 45 **7.05** In the selection of employees requesting transfer, the Board shall include
46 seniority among the pertinent determinative factors. If the senior employee is not
47 selected, the Board shall notify such senior employee in writing.
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4 **ARTICLE 8**

5
6 **UNION RIGHTS**
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8 **8.01 UNION LEAVE** - Unpaid leave of absence shall be granted by the Board to
9 employees to serve in the Brevard County Division of Local Union 1010 upon
10 written application of such employee(s) at least thirty (30) days prior to the date
11 such leave is to begin. Such leave shall not be for less than one (1) calendar year
12 and shall be renewable for no longer than the duration of this Agreement upon
13 proper reapplication. No more than two (2) employees shall be granted such
14 leave in any one year. The employee(s) shall accrue seniority while on such leave
15 not to exceed two (2) years and shall not be applicable to movement on the wage
16 and salary schedule. At the end of said leave the employee(s) may return to his/
17 her previous job classification pursuant to Article 10 of this Agreement. Except as
18 provided above, this section shall not be subject to the provisions of Article 9.01
19 of this Agreement, and provided further that an employee on such leave shall not
20 be eligible for other benefits provided by the Board for regular employees.
21

22 **8.011** Employees granted leave under 8.01 above shall be allowed to
23 participate in Board approved benefit plans, Florida Retirement, and
24 Social Security plans which are available to other unit employees.
25 Such participation shall be at no cost to the Board. Procedures shall be
26 developed which are mutually acceptable to the Board and the Union.
27 Mutual agreement or the lack of same shall not be subject to the
28 grievance procedure of this Agreement.
29

30 **8.02 LEAVE FOR UNION SERVICE** - Leave of absence without pay shall be granted
31 to employee(s) for the purpose of participating in Union activities. No more than
32 ten (10) workdays per school year shall be used for such purpose under the
33 following conditions:
34

- 35 1. No less than one (1) workday may be taken at any one time
36
37 2. No more than two (2) employees shall be absent from any single
38 worksite at the same time, provided the employees are not in the same
39 job classification.
40
41 3. The cost of substitute(s) incurred as a result of such leave shall be at
42 the expense of the Union.
43
44 4. No more than five (5) days notice shall be required for such leave
45 application.
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47 5. No more than eight (8) days of such leave shall be taken by any one
48 employee during any given school year.

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8.03 If activities directly related to this Agreement and mandated by law or this Agreement are conducted during the regular employee workday, leave of absence sufficient to conduct such necessary activities shall be granted to the affected employees without loss of pay or accumulated leave

8.04 UNION MEETINGS - The Union shall have the right to use school buildings for meetings with members of the bargaining unit, provided notice of such meetings shall be submitted to the principal no less than five (5) workdays prior to the date of the requested meeting. The use of such building shall be without charge except for additional costs which may be incurred in connection therewith. Such additional costs shall be stated on the approved building use permit. The Union shall be responsible for any damage which may be incurred in connection with such usage. The use of such facilities hereunder shall also be contingent upon such causing no interference with the instructional matters of the school district and/or employee work assignments

8.05 DISTRIBUTION OF LITERATURE - The Union shall have the right to distribute material dealing with Union business to employees at their worksite provided that the following conditions are met

- 1 Union materials shall be designated as Union matter and dated where possible to show date of publication
- 2 Union material shall be delivered to the front office, cafeteria, and custodial room for distribution by the Union steward.
- 3 Concurrently, a courtesy copy of such material shall be provided to the principal and sent via courier or U S Mail to the Director of Labor Relations or designee

8.06 The Union shall be entitled to representation (appointed by the Union) on the following Committees and/or other mutually agreed to Committees

- 1 Personnel Benefits Committee
- 2 School Calendar Committee (Two Representatives)
- 3 Administrative/Classified Inservice Council
- 4 Sick Leave Bank Committee
- 5 Accident Review Committee
- 6 Other committees having bargaining unit employees serve on such shall be appointed by the Union

8.07 The supervisor or designee at each work location shall provide the Steward with the names and classifications of new employees within seven (7) workdays of the new employees' employment

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ARTICLE 9

SENIORITY

- 9.01** Seniority for the purpose of this Agreement shall be the length of continuous service within the school system including layoffs [up to twelve (12) months], and approved leaves of absence Unless otherwise expressly stated, seniority shall be applicable to employees

ARTICLE 10

LAYOFFS

- 10.01** Except as otherwise provided herein, if it is necessary to reduce the number of employees or the number of hours to be worked, the most junior employee within the affected classification at the affected location shall be the first laid off or reduced, provided the remaining employees are able and qualified to perform available work When employees are to be recalled, the first to be recalled shall be those last laid off within the preceding twelve (12) month period For the purposes of this Article, layoffs and/or bumping shall utilize the following procedures

- 10.011** Bumping shall take place within the job classification, first within the affected work location, secondly, within the relevant administrative areas (i e , North, Central, and South), thirdly, the affected employee shall then have the right to bump the most junior employee in the county between any geographic areas Provided that countywide bumping between geographic areas as described herein shall be limited to those employees who are regularly assigned to work in the countywide department of maintenance and who, because of the nature of their jobs, may normally be expected to be assigned to work at any location in the county on any given workday Maintenance employees who shall not be allowed to exercise this countywide bumping right include but are not limited to clerical and custodial employees Should the Board determine to relocate its administrative office (s), employees assigned to work in such office at the time of the relocation shall be entitled to be transferred, using seniority, within their job classification up to the number of employees determined by the Board to be necessary at the new work location Employees who are not transferred shall then have the right to exercise bumping rights within the relevant administrative area

- 10.012** An employee who is within twenty-four (24) calendar months of fulfilling the legal length of service requirement necessary for vesting retirement rights in the Florida Retirement System and who is not otherwise entitled to countywide bumping rights may, at his/her option be pro-

1 vided the opportunity for such countywide bumping rights. An em-
2 ployee holding more than one (1) position shall establish seniority in
3 each position independently provided his/her bumping rights shall be
4 limited to the primary position.
5

6 **10.013** An employee who is promoted or transferred to another job classifica-
7 tion within the bargaining unit and thereafter is affected by layoff or
8 reduction in hours of work may exercise his/her seniority for bumping
9 purposes in the job classification held immediately prior to such transfer
10 or promotion as a regular employee. In the event an employee is
11 selected by the Board for involuntary transfer to another classification
12 within the bargaining unit and thereafter is affected by layoff, he/she
13 may exercise his/her seniority for bumping purposes sequentially to the
14 two (2) job classifications held immediately prior to such involuntary
15 transfer. Provided this section shall not be construed so as to entitle
16 any employee to recall right prescribed in Section 10.01 to the job
17 classification into which he/she had been originally promoted or
18 transferred.
19

20 **10.014** A list of employees on layoff shall be made available to all worksites.
21 Such employees shall be offered the opportunity to substitute in their
22 laid-off classification before other or non-employees are utilized. If
23 utilized such employees shall receive the substitute rate of pay.
24

25 **10.02** Subject to the preceding paragraphs, a bumping procedure shall be utilized to
26 layoff in succession the most junior employees provided the remaining employ-
27 ees are able and qualified to perform the work remaining. In the event the Board
28 effectuates the bumping procedure as described herein and as a result of such
29 procedure an employee bumps into a position which he/she had bumping rights
30 and the employee refuses to accept the assignment, the Board may dismiss the
31 employee for refusal to accept the assignment. The right to waive bumping rights
32 and accept layoff shall be limited to those layoff situations where a reduction of
33 hours is effectuated and shall not apply to an employee who suffers layoff as a
34 result of the Board reducing the number of employees.
35

36 **10.021** Without altering the previously implemented bumping sequence, the
37 following steps will be added to the process only for cafeteria workers,
38 bakers, and cooks.
39

40 **10.022** The most senior employee on the layoff list will bump the least senior
41 employee who works the hours most nearly the same as the hours
42 worked by the laid off employee.
43

44 **10.023** Continue the process until the layoff list contains only the least senior
45 employees in the area.
46

47 **10.024** As vacancies occur, recall from the seniority list will be by seniority only,
48 regardless of the number of hours of the vacant positions.

1
2 **10.03** Employees to be laid off will have at least fifteen (15) calendar days notice of
3 layoff The Union shall receive a list of employees to be laid off on the same date
4 the notices are issued to the employees
5

6 **10.04** For the purposes of this Article and Article 6 (Promotions), a seniority list shall be
7 provided to the Union within sixty (60) days of this Agreement's effective date, and
8 quarterly thereafter
9

10 **10.05** The employment of persons under the programs approved by the Private Industry
11 Council (PIC) shall not cause the displacement or cutback of employees in
12 affected job classifications In the event of any cutbacks in work opportunities or
13 layoffs, employees paid under PIC in the affected job classification shall be
14 displaced before any other employees in such classifications.
15

16 **10.06** In the event an employee's primary position is cafetera worker, baker, or cook,
17 and his/her secondary position is cafetera cashier, and he/she suffers a
18 reduction of hours in the cafetera cashier position, he/she shall be given the
19 option of accepting the layoff or returning to his/her primary position and carrying
20 into the primary position the number of hours which were reduced from the
21 cafetera cashier position
22

23 **10.07** The Board agrees to reopen negotiations on the impact that the Modified School
24 Calendar operations may have on employees prior to further implementation
25

26 **10.08** Employees who have been reassigned to another work location due to the closing
27 of their school, shall have the right to return to that location if the Board reopens
28 such school within a twelve (12) calendar month period following the relocation
29 of the affected employees
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31 **ARTICLE 11**

32 **TERMINATION OF EMPLOYMENT**

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36 **11.01** An employee who has completed ninety (90) calendar days of continuous service
37 shall not thereafter be discharged except for just cause Extensions to this period
38 for no more than sixty (60) calendar days may be granted by mutual written
39 consent of the Board and the employee An employee on a paid leave of absence
40 shall be deemed to be in continuous service Employees who have not
41 completed such period of employment may be discharged without recourse and
42 shall not be subject to Article 12 herein nor otherwise challengeable under any
43 other provisions of this Agreement
44

45 **11.02** An employee whose employment with the Board is terminated (other than layoff)
46 and thereafter is reemployed by the Board in the same job classification that he/
47 she held immediately prior to termination shall be placed at the beginning level
48 of his/her pay grade upon such reemployment Provided that this provision may

1 apply at the Board's discretion to such employees whose reemployment date falls
2 within the six (6) calendar months immediately following the date of termination
3 as provided herein
4

5 **11.03** The term "just cause" as used herein shall include but not be limited to the
6 following reasons It is agreed that an employee whom the Board determines to
7 have committed any of the acts listed below shall be cause for immediate
8 termination This paragraph shall not be construed so as to require the Board to
9 terminate an employee when it is determined by the Board that other disciplinary
10 action may be more appropriate
11

12 **11.031** Selling, using, being under the influence of or in possession of
13 narcotics, intoxicants, drugs, or hallucinatory agents during working
14 hours or reporting for work in such conditions
15

16 **11.0311** The Board agrees to provide new employees with informa-
17 tion regarding the district Employee Assistance Program
18

19 **11.032** Defacing, destroying, or otherwise doing harm to Board property
20 Provided that the terms defacing, destroying, and/or harming as used
21 herein shall not be construed to mean actions of an employee which are
22 considered part of his/her normal work responsibilities nor any dam-
23 ages resulting therefrom
24

25 **11.033** Stealing, dishonesty, misconduct, or willful neglect of duty
26

27 **11.034 CORRECTIVE MEASURES**

28 Discipline shall be corrective and progressive in nature, and shall be
29 given as soon as possible in relationship to the event giving rise to such
30 action, but in no case more than seven (7) working days after the
31 investigation is complete Employees who are terminated for reasons
32 other than the types of reasons described above shall be provided with
33 the sequence of corrective measures as provided below
34

35 (a) First offense - oral warning - no less than one (1) oral warning shall
36 be required provided that additional oral warnings may be used
37 at the Board's discretion Oral warnings shall be reduced to
38 writing and placed in the employee's file, and signed by the
39 employee as an acknowledgment of receipt
40

41 (b) Second offense - written warning and/or written reprimand if
42 within ten (10) calendar months of first offense
43

44 (c) Third offense - suspension by the Superintendent without pay for
45 no more than three (3) days
46

47 (d) Fourth offense - termination The Board may, at its option, as a
48 measure alternative to termination, return the employee to proba-

tion for a specified period of time in writing. It is the intent of the parties that such return to probation is for the purpose of stimulating the employee to improve his/her actions. An employee so returned shall suffer no loss of pay by reason of being returned to probationary status.

Corrective measures taken under (a) and (b) above shall be taken for sufficient reason(s) and such actions shall not be subject to the arbitration step of the grievance procedure of this Agreement. In the event that an employee is not terminated within fourteen (14) calendar months after either (a), (b), or (c) above, a notice will be placed in the employee's file stating that termination was not necessary for the infractions giving rise to the actions of (a), (b), or (c).

The term "offense" as used herein shall not be construed so as to necessarily mean the same offense and may be applied to any act of the employee whether or not of the same type.

In actions of either (a), (b), or (c) above, the immediate supervisor of the affected employee shall schedule a meeting with the employee in order to discuss the action(s) above.

- 11.035** The written actions in 11.034 above shall have as part of their content the briefly stated reasons for the discipline.

ARTICLE 12

GRIEVANCE PROCEDURE

- 12.01** A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

- 12.02** All employees and the Union shall have the right to present grievances in accordance with the following procedures:

- 12.021** Failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to act within the time limits shall automatically appeal the grievance through Step III of the procedure. The time limits, however, may be extended by mutual agreement in writing.

- 12.022** An investigation or handling or processing of any grievance shall be conducted so as not to interfere with the instructional program and with as little disruption of the employee's and/or the steward's work activity as possible.

- 12.023** If a grievance meeting shall be convened by the administrator during an thereby

- 1 employee's working hours, the employee shall suffer no loss of pay
2 **12.024** A Union steward and/or Union representative shall have the right to be
3 present at all meetings under this procedure. The Union steward and/
4 or Union representative shall suffer no loss of pay due to such
5 attendance.
6
7 **12.025** No reprisals of any kind shall be taken against any participant in the
8 grievance procedure by reason of such participation
9
10 **12.03** The following steps are to be followed in the handling of all grievances
11
12 **12.031 Step I (Informal)**
13 The employee and, if the employee desires a Union steward, shall first
14 meet informally with his/her supervisor in an effort to resolve the
15 grievance. In the event that the grievant's supervisor is not the
16 designated grievance administrator for the employee, the designated
17 grievance administrator shall have the immediate supervisor present at
18 this meeting
19
20 **12.032 Step II (Formal)**
21 If not satisfied with the resolution of the grievance at Step I, the grievant
22 may submit the completed grievance form to the grievance administra-
23 tor. The completed grievance form shall state the nature of the
24 grievance, shall note the specific clause(s) of the Agreement affected,
25 and the remedy requested. The filing of the grievance at Step II must
26 be within sixteen (16) working days of the event giving rise to the
27 grievance. Within five (5) working days of receipt of the Step II filing,
28 the grievance administrator, the grievant and the Union steward shall
29 meet in an effort to resolve the dispute. The grievant and the grievance
30 administrator may mutually agree to waive the necessity to conduct the
31 Step II meeting and allow the grievance to proceed to Step III. The
32 grievance administrator shall submit his/her written decision to the
33 grievant, with a copy to the Union, within seven (7) working days of the
34 Step II meeting, or if no Step II meeting is held, within five (5) working
35 days of the execution of the waiver as described herein
36
37 **12.033 Step III (Formal)**
38 Within seven (7) days of the receipt of the Step II decision or the
39 execution of the Step II waiver, the grievant, if not satisfied with the
40 resolution of the grievance at Step II, may submit the completed
41 grievance form to the Superintendent or designee. Within seven (7)
42 days of the Step III filing the Superintendent or designee shall meet with
43 the grievant and Union representative in an effort to resolve the
44 grievance. The grievant may be accompanied by a Union representa-
45 tive. The Superintendent or designee shall submit his/her written
46 decision to the employee, with a copy to the Union, within seven (7)
47 workdays of the Step III meeting
48

1 **12.034 Step IV (Formal)**

2 Within sixteen (16) workdays of the receipt of the Step III response, the Union,
3 if not satisfied with the resolution of the grievance, may submit to the American
4 Arbitration Association a written demand for arbitration with a copy to the
5 Superintendent or designee. Such notification shall be postmarked and/or
6 received in the office of Labor Relations within the timeline as provided herein.
7 The parties agree to subscribe to the then prevailing practices of the American
8 Arbitration Association with respect to providing a panel of arbitrators and the
9 selection thereof, and regarding the conducting of the hearing. The arbitrator's
10 authority shall be limited to deciding only the issue or issues presented to him/her
11 by the Board and the Union and his/her decision must be based upon his/her
12 interpretation of the meaning or application of the relevant language of this
13 Agreement. Expenses for the arbitrator's services shall be borne equally by the
14 Board and the Union. The arbitrator's decision shall be final and binding upon
15 both the Board and the Union.
16

17 **12.04** Unless otherwise provided, as used herein "days" or "working days" shall mean
18 days on which the Board's business office shall be open.
19

20 **12.05** The right to proceed to the arbitration step of this procedure shall be limited to
21 the Union.
22

23 **12.06** Except by mutual agreement between the Board and the Union to the contrary,
24 the filing of a grievance up to and including Step III shall be limited to one (1)
25 specific provision of the Agreement per filing. The Union retains the right to
26 present to an arbitrator all provisions of the Agreement alleged to have been
27 violated.
28
29

30 **ARTICLE 13**

31 **LEAVE WITH PAY**

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34 **13.01 SICK LEAVE** - Each employee shall be credited with four (4) days of sick leave
35 at the end of the first month of employment of each normal contract year.
36 Thereafter, he/she shall be credited with one (1) day of sick leave for each month
37 of employment. In the event an employee is employed for less than four (4)
38 months during a work year, the four (4) days shall be prorated. An employee who
39 is assigned to normally work less than forty (40) hours per week shall only be
40 credited with his/her pro-rata share of sick leave as provided herein. No
41 employee may earn, during any fiscal year, more than a total of one (1) day of sick
42 leave for each complete month of employment. Except as provided herein, sick
43 leave shall only be used up to the maximum amount earned and credited on the
44 employee's check stub excluding any such sick leave earned and taken during
45 the period of time between the end of the payroll period and the date the employee
46 is normally scheduled to receive his/her check. The Board shall credit employees
47 with earned sick leave at the end of each payroll period. Sick leave may be used
48 for either personal illness (including illnesses or disablement related to or

1 disablement due to the birth of a child, provided the matters prescribed within
2 these parentheses shall not be applicable to any employee on maternity leave)
3 or illness or death of a child, spouse, parent, brother, sister, grandparent,
4 grandchild, aunt, uncle, niece, nephew, child's spouse, father-in law, mother-in-
5 law, sister-in-law, brother-in-law, or a person residing in the same household as
6 the employee

7
8 In the event an employee terminates his/her employment and has not accrued the
9 four (4) days of sick leave available to him/her, the Board shall withhold from the
10 employee's pay the average daily amount for sick leave used but unearned

11
12 Sick leave days shall be used for absences during the regularly scheduled
13 workday to the extent of the total number of days the employee has accumulated
14 from year to year. Pay for each day of sick leave utilized shall be calculated at
15 the employee's straight time hourly rate. Sick leave pay shall be applicable to
16 regularly scheduled workdays only. As used herein "day" shall mean the normal
17 workday of the employee

18
19 In the event an employee has exhausted all his/her sick leave and he/she shall
20 qualify for additional sick leave use, he/she shall be allowed to use his/her
21 accrued vacation leave in lieu of sick leave provided that the use of such accrued
22 sick leave must be for the same purpose(s) as are authorized for use of regularly
23 accrued sick leave

24
25 **13.011** Employees who are selected for summer work in their same job
26 classification shall be able to accrue and use sick leave during such
27 summer assignment

28
29 **13.02 PERSONAL LEAVE** - Except as otherwise provided herein, an employee shall
30 be granted up to six (6) days of accumulated sick leave from the employee's
31 personal sick leave balance each fiscal year for personal reasons as provided
32 herein

33
34 **13.021** Written application for such leave shall be submitted to the supervisor,
35 except in an emergency, no less than two (2) workdays prior to the
36 beginning of such leave

37
38 **13.022** Each application for such leave shall reflect as the reason for the leave
39 request the following disclaimer: ***The purpose for which this leave***
40 ***is taken is not a violation of the provisions of the Collective***
41 ***Bargaining Agreement.***

42
43 **13.023** Personal leave shall not accumulate from year to year

44
45 **13.024** Personal leave shall be granted subject to the following conditions

46 **13.0241** The length of such leave shall be for no less than one-half
47 (1/2) of the employee's assigned workday unless otherwise
48 allowed by the supervisor

1 **13.0242** No more than eight percent (8%) or one (1), whichever is
2 greater, of employees at any given worksite shall be absent
3 on such leave at any given time, provided such limitation
4 shall be waived by the Board at its discretion without
5 precedent. The term "worksite" as used herein shall mean
6 the cost center to which the employee is assigned for payroll
7 purposes
8

9 **13.0243** Such leave shall not be granted under any of the following
10 conditions

- 11 (a) activities which could result in taxable income to the
12 employee
13 (b) to attend to Union (including any other employee
14 organization which has represented or sought to rep-
15 resent public employees in collective bargaining) as-
16 sociated business
17 (c) any form of work stoppage
18

19 **13.03 INJURY OR ILLNESS IN-LINE-OF-DUTY LEAVE**

20 An employee shall be entitled to injury or illness-in-line-of duty leave when it
21 is necessary that he/she be absent from his/her duties because of illness from any
22 contagious or infectious disease contracted in school work, or personal injury
23 received in the proper discharge of his/her duties. The term "injury" as used
24 herein shall be defined as the result of an event which causes the employee to
25 suffer an initial injury or a reinjury or reaggravation of an injury from which the
26 employee had previously been granted injury-in-line-of-duty leave. The term
27 "event" as used herein shall mean an unforeseen, unexpected, or sudden
28 happening, the nature of which is such that the injury sustained can logically be
29 expected to result. No deduction shall be made from sick leave for these
30 absences. Such leave shall not exceed ten (10) days in any one fiscal year.
31 When regular sick leave is used for line-of-duty illness or injury, the sick leave
32 used shall be reinstated based on the pro rata value of the worker's compensation
33 benefits received divided by the employee's regular daily rate of pay. Such leave
34 shall be noncumulative. While on injury or illness-in-line-of-duty leave, an
35 employee shall accrue vacation, seniority, and sick leave, and shall suffer no loss
36 of insurance benefits, subject to Article 14.05, provided any worker's compensa-
37 tion payments for such period shall be deducted from any salary payments. The
38 completion of the fiscal year shall not bar an otherwise qualified employee from
39 receiving his/her balance of unused injury or illness-in-line-of-duty leave
40

41 **13.04 JURY DUTY OR DUTY AS A RESULT OF A SUBPOENA**

42 If an employee is called for jury duty or is otherwise subpoenaed, except for any
43 action in which he/she or the Union is a party, the proper leave application shall
44 be submitted. An employee shall receive his/her regular salary calculated at the
45 employee's straight time. This language shall apply to summons or subpoena
46 received by an employee's dependent minor when the circumstances make it
47 necessary for the employee to accompany his/her minor dependent to the court
48 proceedings

13.05 PROFESSIONAL LEAVE

Professional leave of absence not to exceed thirty (30) calendar days may be granted to employees, provided regular employees with at least one (1) full year of employment may be granted professional leave up to one (1) calendar year

Professional leave with pay may be granted when the experience shall be deemed to be of substantial benefit to the Board and shall have direct and immediate application to the current role of the employee. Such leave may include meetings of professional organizations and such paid leave shall not be charged against accumulated earned leave

Employees who are required by the Board to receive specialized training as a condition of continued employment shall not suffer a loss of pay or accumulated leave as a result of time spent receiving such specialized training. Specialized training as used herein shall be requirements which are applied by the Board subsequent to employment of the employee and are necessary for the employee to continue to meet the job requirements of the position

13.06 SICK LEAVE BANK

The Board agrees to establish a Sick Leave Bank for employees. A committee of six (6) employees shall be appointed by the Superintendent for the purposes of developing recommendations to the Superintendent regarding guidelines, procedures, and rules for such bank. The Union President shall be invited to submit the names of two (2) employees who shall be appointed to the committee. "Employees" as used herein shall not be construed to mean only bargaining unit members

13.07 SICK LEAVE BUY BACK

The Board shall provide an employee with the option of an annual payment for sick leave days accumulated during the school year provided such payment is subject to the employee's exemplary attendance for the normal work year as reflected in the district's payroll records. An employee who is absent for more than five (5) workdays during the normal work year shall not be eligible for annual payment as provided herein. Provided that absences of approved professional leave, line-of-duty leave, jury duty leave, or vacation leave shall not adversely affect such record of exemplary attendance. Any other absences from duty shall act as a bar to the benefit provided in this paragraph. Payment for such exemplary attendance shall be calculated at eighty percent (80%) of the affected employee's normal daily rate times ten (10) days. Days for which such payment is received shall be deducted from the accumulated sick leave balance. Payment as provided herein shall be included in the affected employee's first regular paycheck of the following regular work year. Employees whose normal work year is less than twelve (12) months shall receive payment no later than the first normal biweekly payroll in July following the end of their normal work year

ARTICLE 14

LEAVE WITHOUT PAY

14.01 LEAVE OF ABSENCE

Leave without pay may be granted to employees. Application for such leave shall be submitted in writing on a form to be supplied by the Board with the reasons therefor, to the principal or department head. Such reasons may include experience which shall provide professional benefit or advancement for the employee and for incidental benefit to the school system, or official Union business. All such leave will be subject to final approval by the Board.

14.02 MATERNITY LEAVE

An employee shall be granted maternity leave without pay as provided below:

14.021 An application for leave accompanied by a written statement from a licensed medical physician verifying the pregnancy and setting forth the estimated date of confinement shall be submitted to the supervisor no later than five (5) calendar weeks prior to estimated date of confinement if the employee plans to take maternity leave.

14.022 Such leave, if taken, shall commence on a date prior to the final estimated date of delivery of the child, such to be determined by the employee.

14.023 The length of such leave shall be no longer than the balance of the fiscal year in which the leave began. Provided that in instances where the circumstances necessitate an extension of maternity leave beyond a fiscal year, the length of the original leave combined with the extension shall be a total of no more than twelve (12) calendar months.

14.024 Upon return from maternity leave, the employee shall furnish a certification by her physician that she is medically able to perform her duties. This statement and all others furnished by the employee's physician shall be provided at the sole expense of the employee.

14.025 An employee who has been granted maternity leave may apply for an extension of such leave for child rearing. Upon approval such extension shall begin immediately following the expiration of maternity leave and be for a period of time not to exceed a total of twelve (12) calendar months.

14.026 An employee who has fathered a child may apply for child rearing leave for a period not to exceed the balance of the school year in which the child is born and upon proper reapplication, one (1) succeeding school year. Such leave shall be considered personal leave without pay.

14.03 MILITARY LEAVE

Military leave shall be granted without pay to employees who are required to serve in the armed forces of the United States or in this state in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the armed forces or National Guard, and may be granted at the discretion of the Board without pay to any employee volunteering for military duty. Employees granted such leave for military service shall, upon completion of the tour of duty, be returned to employment without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the Board shall have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system.

14.031 Military leave for employees with fewer than twelve (12) months of employment shall not be granted unless the military certifies that special training is needed to maintain status and is not available during summer vacations.

Employees with twelve (12) month employment status may be granted military leave during the employment period.

Military leave shall be granted up to a maximum of seventeen (17) days in any fiscal year without loss of time, pay, or efficiency rating.

Leave request and copy of the military order, if possible, shall be received by the Board sixty (60) days in advance of the beginning of the date of leave.

14.04 EXTENDED ILLNESS

An employee who shall exhaust all accumulated sick leave, but who shall continue to be sick or disabled and unable to return to employment, shall be granted, upon application in writing to the Superintendent or designee, a leave of absence without pay for a portion of or the balance of the school year. Provided that when the employee's physician does not release the employee without restriction on the indicated return date, the employee shall be entitled to one (1) additional leave for a portion of or the balance of the school year. In instances where the employee's illness is prolonged and continuous, such application shall be transmitted not later than ten (10) working days following the exhaustion of sick leave, provided that the Board may waive the ten (10) day requirement when conditions surrounding the illness do not permit the application for said leave. In all other instances where sick leave is exhausted, the application for said leave shall be transmitted within two (2) working days after the affected employee returns to work.

The Board shall continue to grant full insurance benefits to such employees for a period of sixty (60) calendar days, provided that an additional twenty-five (25) calendar days be granted to such employees who are disabled because of injuries received while in the performance of work assigned by the Board.

1 If such employee shall continue to be sick or disabled, he/she may apply for one
2 (1) additional year of leave without pay by filing a request for the same in writing to
3 the Superintendent or designee no later than April 1
4

5 **14.05 CONTINUATION OF BENEFITS**

6 An employee who shall be granted unpaid leave of absence shall, during the period
7 of such leave accrue no other benefits (except seniority where applicable), and with
8 the approval of the insurance carrier such employee may continue benefits by
9 paying all of the required premiums on a timely basis as prescribed by the Board
10 An employee on unpaid leave due to illness or injury shall receive holiday pay for
11 any holiday prescribed under Article 16 of this Agreement if such holiday occurs
12 during the first thirty (30) calendar days of the unpaid leave provided that in no
13 instance shall such holiday pay be granted for more than two (2) such holidays
14

15 **14.06 REEMPLOYMENT RIGHTS**

16 At the expiration of approved unpaid leave or an approved paid leave, the
17 employee shall have the right to return to employment with the Board in the same
18 job classification or a job of equal compensation provided that the employee has
19 fulfilled the conditions of the leave An employee granted unpaid leave for an
20 injury received while in the performance of his/her duties as assigned by the
21 Board shall have the right to return to employment with the Board in the same job
22 classification at the same work location or if the position has been eliminated, a
23 job of equal compensation provided that the employee is physically able to
24 perform the work Upon request of the Union Representative, the Director of
25 Labor Relations will consider a request to return to work on light duty status and
26 issue a decision on the request
27

28 **ARTICLE 15**

29 **VACATIONS**

30
31
32 **15.01** Employees shall be entitled to vacation time during which they shall be paid their
33 regular straight time hourly rate times the number of hours in their normal
34 workday Vacation earned in a given payroll period shall be taken only during a
35 payroll period following the payroll period in which such vacation was earned
36

37 **15.02** Such employees shall be entitled to vacation time according to the following
38 schedule
39

40 **15.021** Continuous service of not more than five (5) years - one day for each
41 full month of employment not to exceed twelve (12) days
42

43 **15.022** Continuous service of at least five (5) full years and not more than ten
44 (10) years - one and one quarter (1 1/4) days for each full month of
45 employment not to exceed fifteen (15) days
46
47
48

ARTICLE 16

HOLIDAYS

16.01 All employees shall receive their normal scheduled pay rate for the following holidays Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, the day preceding Christmas Day, Christmas Day, the day following Christmas Day, New Year's Day, Martin Luther King, Jr Day (January 15, 1996), Memorial Day, and April 5, 1996, and for the 1995-96 school year exclusively, February 19, 1996 and April 8, 1996

16.011 An employee shall qualify for holiday pay subject to the following conditions

- a The holiday occurs during the employee's prescribed work year
- b An employee who is suspended without pay and such suspension covers a paid holiday shall not receive holiday pay for such date

16.02 If a holiday listed above shall fall on a Saturday or Sunday, an alternate date for observance of the same shall be designated by the Superintendent, provided such shall be within five (5) calendar days of the actual holiday

16.03 An employee who is not regularly assigned to work on a scheduled payday shall be paid on his/her last regularly scheduled workday immediately preceding the scheduled payday Provided that this section shall not apply should such last regularly scheduled workday fall more than one (1) workday prior to the scheduled payday

ARTICLE 17

TERMINAL PAY

17.01 A person employed by the Board the previous fiscal year shall receive terminal pay at the time of normal retirement, or payment made to the beneficiary, if service is terminated by death, upon authorization of the Board However, such terminal pay shall not exceed an amount as shown below

17.011 During the first three (3) years of service the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave

17.012 During the next three (3) years of service the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave

17.013 During the next three (3) years of service the daily rate of pay multiplied

1 by forty-five percent (45%) times the number of days of accumulated
2 sick leave
3
4 **17.014** During the next three (3) years of service the daily rate of pay multiplied
5 by fifty percent (50%) times the number of days of accumulated sick
6 leave
7
8 **17.015** During and after the thirteenth (13th) year of district service, the daily
9 rate of pay multiplied by one hundred percent (100%) times the number
10 of days of accumulated sick leave
11
12 **17.016** Payments for terminal pay as prescribed above shall be allowed at the
13 retiree's option as follows
14
15 Option One - payment in one lump sum
16 Option Two - payment in January of the year following retirement
17
18 The times of such payment shall normally be on the last monthly
19 payday on which the retiree would have been paid had he/she
20 continued as a regular employee
21
22 In the event Option Two is found not to be in compliance with
23 regulations of the Internal Revenue Service, it shall become void and
24 any employee so paid shall be solely liable for any payment deemed
25 necessary to the Internal Revenue Service
26
27
28 **17.02** All accrued vacation pay shall be paid at the time of termination for whatever
29 cause, including layoffs, provided that such payment shall be limited to thirty-five
30 (35) days of accrued vacation leave Except as provided in Article 15 025 of this
31 Agreement, employees recalled from layoff within the first six (6) successive
32 months shall be credited with all accrued vacation leave not paid for at time of
33 layoff
34
35 **17.03** In the event the Superintendent should decide to offer a Retirement Incentive
36 Program to employees, there shall be formed a district committee for the purpose
37 of developing a report to the Superintendent regarding a District Retirement
38 Incentive Plan The composition of such committee shall be Three (3) appointed
39 by the Brevard Federation of Teachers, three (3) appointed by Local 1010, three
40 (3) administrators appointed by the Superintendent, and three (3) other non-unit
41 classified employees appointed by the Superintendent
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ARTICLE 18
PENSION FUND

18.01 The Board shall contribute to the Florida Retirement System for the benefit of each employee all monies as shall be required by law

ARTICLE 19
LIFE INSURANCE

19.01 The Board shall provide to each employee, without cost to the employee, group term life insurance in an amount equal to the annual salary of the employee as reflected in the salary schedule of this Agreement. Such amount to be computed to the nearest one thousand dollars (\$1,000). Each employee may, at his/her own cost, purchase a maximum amount equal to four (4) times his/her salary by giving written authorization for payroll deductions thereof as prescribed by the Board. The amount that such insurance coverage can be increased in any one insurance year shall be limited to one (1) time the annual salary of the employee.

ARTICLE 20
HOSPITAL AND MEDICAL INSURANCE

20.01 The parties agree that hospital and medical benefits and options shall be made available for employees to select under the district flexible compensation plan. A document containing information on insurance and other benefits shall be distributed to the employees no later than three (3) weeks prior to the re-enrollment deadline. Specific rates are shown for informational purposes in the Appendix of this Agreement. Effective January 1, 1996, the Board agrees to contribute to the district flexible compensation plan \$157.00 per month for employees electing a Health Maintenance Organization (HMO) option or \$207.00 per month for employees electing the Preferred Provider Organization (PPO) option. Effective January 1, 1996, an employee who exercises his/her option to opt out of the district flexible compensation plan shall receive the amount of \$657.00 (\$54.75 per month). In addition, the Board shall provide the following benefits:

- 1 A vision insurance plan which covers each individual employee at no cost to the employee. Such plan shall include the option of dependent coverage which each employee may choose to take as part of his/her flex dollar expenditure.
- 2 Dental insurance option(s) which each employee may choose to take as part of his/her flex dollar expenditure. Such plan shall include both single and dependent coverage.
- 3 The Union shall be invited to submit to the Board written recommenda-

1 tions as to the content of bid specifications for the district hospitaliza-
2 tion/medical options and benefit plan as provided herein The Union
3 shall be provided a copy of such final bid specifications prior to such
4 being recommended to the School Board for approval
5

- 6 **20.02** The Board shall continue to provide employees at the time of normal
7 retirement the option of participation in the Board's medical insurance
8 program which is provided for regular employees of the Board
9

10 **ARTICLE 21**

11 **SAFETY AND HEALTH PROVISIONS**

- 12
13
14 **21.01** Any employee who is required to undergo a medical examination as a condition
15 of continued employment shall, at the Board's expense and on his/her own time,
16 promptly submit himself/herself for an examination by a licensed physician of the
17 Board's own choice Upon failure to comply with such a request within a
18 reasonable time, the employee may be terminated or otherwise disciplined
19

- 20 **21.02** Safety complaints of hazardous conditions shall be promptly reported by the
21 employee to his/her immediate supervisor and promptly thereafter to the job
22 steward
23

- 24 **21.03** The Board and the Union shall establish a three-tier safety and loss control
25 committee to review all alleged safety complaints and/or hazardous conditions
26 The tiers shall include active committees at each location with more than fifteen
27 (15) employees, at each area and on a districtwide level Each committee shall
28 include equal representation from the Union and the Board and shall meet no less
29 than once each three (3) calendar months.
30

- 31 **21.04** The committees mentioned in 21 03 shall review all safety complaints and/or
32 hazardous conditions within five (5) working days after being referred by the
33 appropriate complainant or committee, and such matter has not been corrected
34 All complaints shall be submitted on a standardized form The first tier committee
35 shall endorse such comments as it deems appropriate on this form The form
36 shall then follow the complaint through the review process provided in the
37 Agreement
38

- 39 **21.05** The districtwide committee shall have responsibility for making recommenda-
40 tions for new or revised safety regulations and/or inspection procedures to the
41 Board
42

- 43 **21.06** No employee shall be discharged for failure to work in an unsafe or hazardous
44 situation where there is an imminent danger to the employee's health and such
45 is currently under review by the appropriate safety committee, if such committee
46 exists Any employee suspended for failure to work in such an imminent danger
47 situation shall receive full compensation for the suspension if the committee
48 determines that situation was imminent danger to the employee.

1
2 **21.07** The Board shall make available to each bus driver appropriate disinfectant,
3 gloves and absorbent cloths for clean-up purposes
4

5 **ARTICLE 22**

6 **STEWARDS' RIGHTS**

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8
9 **22.01** Stewards may be designated by the Union to facilitate the implementation of
10 this Agreement, provided that no more than two (2) stewards shall be designated
11 for any single work location [see Article 5 for such location(s)], and provided
12 further that for senior high schools or where there are more than fifty (50)
13 employees in any one work location, the Union may designate three (3) stewards
14 A list of such stewards shall be provided to the Board
15

16 **22.02** The Union shall be allowed to additionally designate three (3) employees as chief
17 stewards Such chief stewards may serve as the Union representative in the
18 processing of grievances provided written prior notice of such service is provided
19 to the Board by the Union A chief steward may also perform such duties as are
20 prescribed for other stewards herein Provided actions by the chief stewards
21 shall be subject to the same restrictions as those placed on other stewards
22

23 **22.03** The Union may, at its option, designate no more than seven (7) Union
24 representatives who are not employees of the Board The Union shall submit a
25 listing of such representatives in writing to the Director of Labor Relations To the
26 extent that their activity does not interfere with instructional activity or the work of
27 other workers, the Union representatives or stewards shall be allowed to
28

29 **22.031** Investigate and process grievances
30

31 **22.032** Post Union notices
32

33 **22.033** Solicit Union membership during employee's non-working time
34

35 **22.034** Attend negotiating meetings
36

37 **22.035** Transmit communications, authorized by the Union or its representa-
38 tives, to the Board's representative
39

40 **22.036** Consult with representatives of the Board, or other Union representatives
41 concerning the enforcement of any provisions of this Agreement
42

43 **22.037** The designated Union steward at each location shall be the designated
44 employee for the purposes of Articles 5 01, 21 03, and 22 01 The Union shall
45 submit in writing the name of the designated Union steward at each location
46 to the administrative head of such location prior to such steward performing
47 any of the functions provided herein A districtwide master list of all designated
48 shop stewards showing the name, classification and work location shall be
provided in writing to the Director of Labor Relations Such listings to be

provided no later than August 15 each year and updated, to reflect changes, no later than January 1 each year This provision shall not be construed so as to restrict the Union's right to alter the list as the need arises

ARTICLE 23

GENERAL SAVINGS

23.01 If any provisions of this Agreement be declared illegal by a court of competent jurisdiction, then that provision shall be deleted from this Agreement to the extent that it violates the law The remaining provisions of this Agreement shall remain in full force and effect to the extent they may be implemented without the deleted items By mutual agreement the subject matter affected by such declaration of illegality may be renegotiated at any time, however, if this Agreement shall be in effect for at least twelve (12) calendar months following such declaration of illegality, the parties shall renegotiate the affected provisions, such negotiations to commence within thirty (30) working days and to continue for sixty (60) calendar days or until agreement can be reached thereon, whichever shall be the sooner Any such renegotiation shall not be subject to any of the impasse provisions of Chapter 447, Sections 447 403, and 447 409 of the Florida Statutes

23.02 The Superintendent shall fulfill his/her obligations as provided for in Chapter 447, Section 447 309 of the Florida Statutes

ARTICLE 24

SUBCONTRACTING

24.01 Maintenance and/or capital outlay work shall be subcontracted only when it is more economical and/or practical to do so

ARTICLE 25

INDIVIDUAL AGREEMENT

25.01 The Board agrees not to enter into any agreement with any employee or group of employees which conflicts with any provision of this Agreement

25.02 The Board shall not assign non-unit employees, including supervisors and/or managers, to perform the work of employees except as the needs of the school district clearly require

ARTICLE 26

REST AND LUNCH

26.01 Employees who are assigned to be present at the worksite for continuous time as shown below shall be scheduled to the daily break(s) indicated "Continuous" time is time spent at the worksite not including unpaid breaks

ASSIGNED TO BE PRESENT

BREAKS

Less than 4 hours

None

4 hours

One 10 minute paid rest

More than 4 but less than 6 hours

One 10 minute paid rest

6 hours

One 10 minute paid rest

One 30 minute unpaid meal

More than 6 hours

Two 10 minute paid rests

One 30 minute unpaid meal

This rest and lunch provision shall not be applicable to bus drivers nor bus attendants who work less than seven (7) continuous hours

ARTICLE 27

CLOTHING

27.01 Each employee shall report to work attired in clothing appropriate to his/her work responsibility. Designated employees shall wear clothes similar in color and type. Each employee shall be responsible for wearing shoes of a type designated as appropriate to health and safety aspects of his/her work. If other special clothes shall be required, the Board shall provide such special clothes or provide an allowance to the employee to purchase such clothes at intervals equal to the normal life of such clothes, provided an employee granted such allowance or clothes who terminates employment may be requested to reimburse the district pro rata or return the clothes if originally provided by the Board.

27.02 The Board agrees to form committees from among affected employees for the purpose of reviewing the specifications and sample uniforms and making recommendations regarding the selection of such uniforms to be provided by the Board for specified employee job classifications and/or departments. The committees shall be comprised of four (4) affected employees and two (2) supervisors. The Union shall be invited to submit the names of two (2) of the four (4) affected employees who will be placed on each committee.

Nothing contained herein shall be construed so as to require the Board to provide uniforms for any group of employees nor to require a change in any existing uniforms which employees are required to wear.

27.03 When the Board determines that it is necessary for a bus driver and/or a bus attendant to purchase his/her uniform, the Board shall reimburse such employee the cost of such purchase not to exceed the cost of the uniform(s) provided to other bus drivers/attendants. Necessary documentation for the cost of such purchase shall be provided by the employee prior to such reimbursement.

ARTICLE 28

OVERTIME

28.01 One and one-half (1 1/2) times the employee's regular rate shall be paid for overtime work under either of the following conditions:

- 1 **28.011** All work performed in excess of forty (40) hours in one week
- 2
- 3 **28.012** All work performed in excess of ten (10) hours in any twenty -four (24)
- 4 hour period beginning with the employee's regularly scheduled starting
- 5 time except employees regularly scheduled to work ten (10) hours for
- 6 four (4) days per week shall receive overtime pay for hours in excess
- 7 of the (10) hours in any twenty-four (24) hour period beginning with the
- 8 employee's regularly scheduled starting time
- 9
- 10 **28.02** There shall be no compensatory time given except in case of emergencies
- 11
- 12 **28.03** Reasonable effort shall be made to allocate overtime among appropriate
- 13 employees Overtime worked by employees at each work location for the
- 14 preceding pay period shall be posted at that work location Such posting shall
- 15 include year-to-date overtime Posting of the cumulative overtime as provided
- 16 herein shall become effective on the fifth (5th) biweekly pay period following the
- 17 ratification of the Agreement
- 18 **28.04** An employee shall receive a minimum of two (2) hours pay for being called in to
- 19 work after his/her normal working hours This section shall not apply to an
- 20 extension of work hours immediately prior to or following the regular work day
- 21
- 22 **28.05** The total number of hours worked and the overtime hours along with the premium
- 23 pay received for such overtime hours shall appear on the employee's pay stub
- 24 for such pay period
- 25
- 26 **28.06** Any work assigned and performed on a designated paid holiday or on a Sunday
- 27 will be paid at one and one half (1 1/2) times the employee's regular rate of pay
- 28
- 29 **28.07** The Board agrees that any changes in an employee's normal workweek hours
- 30 shall not be for the purpose of circumventing the overtime provisions of this
- 31 Agreement

32 **ARTICLE 29**

33 **BUS DRIVERS**

- 34
- 35 **29.01** Bus drivers shall be in two (2) classifications Regular and standby
- 36
- 37 **29.011** Regular bus drivers and regular bus attendants shall be assigned to
- 38 established routes as their primary assignment They may be assigned
- 39 other departmental work as the needs of the district clearly require
- 40 They shall not be assigned other departmental work as their primary
- 41 assignment Employees assigned other departmental duties in order to
- 42 work the guaranteed workweek of thirty (30) or twenty-seven and one-
- 43 half (27 1/2) hours shall not be assigned to the cleaning of restrooms
- 44 or mowing of grass
- 45
- 46 **29.012** Regular bus drivers are regular employees and shall receive no less
- 47 than thirty (30) hours of pay for each full five (5) day week of work
- 48 Regular bus attendants shall receive no less than twenty-seven and

one-half (27 1/2) hours of pay for each full five (5) day week of work. If a regular driver or bus attendant shall request in writing the opportunity to work less than the above mentioned applicable thirty (30) hours or twenty-seven and one-half (27 1/2) hours per week during a specific school year or a portion thereof and the Board shall agree to such reduced workweek, the terms "thirty (30)" and "twenty-seven and one-half (27 1/2)" as used in this section shall be reduced with respect to such driver or attendant for such number of hours as are agreed upon between the driver or attendant and the Board. A copy of such adjustment shall be forwarded to the Union as soon as practicable.

Regular bus drivers and regular bus attendants shall accumulate these thirty (30) hours and twenty-seven and one-half (27 1/2) hours respectively in each full five (5) day workweek but not including Saturday and Sunday or after 5:30 p.m.

29.013 The bumping procedure as provided in Article 10 of this Agreement shall only be applied to bus drivers and/or bus attendants when all of the conditions below are met:

a. Reduction of hours for regular bus drivers when such reduction affects hours above thirty (30) hours in one week and such reduction is for more than sixty (60) minutes per normal workday.

b. Reduction of hours for regular bus attendants when such reduction affects hours above twenty-seven and one-half (27 1/2) in one week and such reduction is more than sixty (60) minutes per normal workday.

Neither thirty (30) hours of pay nor twenty-seven and one-half (27 1/2) hours of pay as used herein shall be construed so as to obligate the Board to make such payment in the event a bus driver or bus attendant is unwilling to perform the thirty (30) hours of work or the twenty-seven and one-half (27 1/2) hours of work if such hours are assigned by the Board.

29.014 Standby drivers are substitute employees who may be called to assist in driving routes or other departmental work on an as-needed basis. Standby drivers shall be given a copy of this Agreement at the start of their training.

29.015 A standby field trip assignment log (such as TR-24 revised) will be posted on the bulletin board. At the end of each month the log will be updated. Standby drivers only will be listed on this log. A copy of the field trip assignment log as provided herein shall be made available to the Union steward concurrent with such posting.

29.016 In determining the hours assigned to a bus driver, hours shall include no less than thirty (30) minutes for completing required duties other than driving duties. Such thirty (30) minutes shall be outside of the time

1 the driver normally departs and returns to the compound at the end of
2 his/her normal full driving day

3
4 **29.02** Reasonable effort shall be made to spread work opportunities for field trips
5 equitably among all appropriate bus drivers. The Board shall post a monthly
6 current field trip assignment log in the area assigned to bus drivers in each bus
7 compound. The log shall list regular drivers' field trip assignments and shall be,
8 upon request, reviewed quarterly by the Union steward and Area Supervisor. The
9 following procedure shall be utilized for field trip assignments

10 **29.021** A regular bus driver is normally expected to be available for field trip
11 assignments. A driver who does not wish to drive field trips may submit
12 such request on the proper form and he/she will not be required, except
13 in an emergency, to accept a field trip assignment. Drivers who become
14 regular drivers after the beginning of the school year shall be required
15 to drive field trips and shall not have the option described above.

16
17 **29.022** A driver shall not have the right to place any restrictions or conditions
18 on his/her acceptance of field trip assignments

19
20 **29.023** A regular driver shall not have the right to be reassigned a field trip when
21 he/she is assigned to drive a regular school day assigned route

22 **29.024** At the beginning of the month, the driver with the least number of field
23 trip hours would be at the top of the log and the driver with the most
24 would be at the bottom. Drivers would typically be contacted in
25 sequence from top to bottom as trips become available.

26
27 **29.025** Exceptions to the procedure as outlined above will be made at the
28 discretion of the Area Coordinator when the needs of the school district
29 can be best met by making these exceptions

30
31 **29.026** The spreading of opportunities for field trips will be accomplished over
32 a substantial period of time, but within each normal work year

33 **29.027** The assignment of drivers to drive under the SCATS program shall be
34 at the Board's discretion, provided that the making of such assignments
35 shall cause no violation of the procedures as described herein for field
36 trip assignments

37
38 **29.028** A listing of field trips shall be posted weekly in each compound showing
39 starting point, destination, time and assigned driver. Provided that such
40 posting reflects field trip status at the time of posting and does not
41 require daily update

42
43 **29.03** A bus driver who completes ninety (90) calendar days of service as a regular
44 employee and who was required by the Board to complete a bus driver's pre-
45 employment training course as a condition of employment, shall become eligible
46 for pay up to forty (40) hours of time spent in such training course at his/her regular
47 pay rate. Such time shall not be counted in any overtime calculations. This
48 section shall apply only to bus drivers who become regular employees after the
effective date of this Agreement. Provided that a bus driver shall only be eligible

1 to receive training course payment(s) when the requirements as described
2 herein for such payment are fully met
3

4 **29.04** Prior to the assignments of routes each normal school year, routes by adminis-
5 trative area of the district shall be posted in each bus compound. Wherever such
6 information is known at the time of posting, the following shall be included: out-
7 in time, bus number, and school(s) served. Such information is subject to change
8 as the needs of the district require. A driver may, at his/her option, apply for any
9 such posted routes. The assigning of a route shall be done on the basis of
10 seniority with the most senior driver being selected from the list of applicants.
11 Drivers on leave or who are otherwise not physically present during the period of
12 route posting and selection shall not be allowed to participate in the selection
13 process. The route selection process shall only apply to route assignments at the
14 beginning of the normal school year. Drivers who are assigned routes using the
15 process described in this paragraph shall not be reassigned to a different bus
16 route except with the affected driver's agreement or for nonarbitrary reasons. In
17 the event a driver is reassigned as provided herein, he/she shall be reassigned
18 to the route driven by the least senior driver in the administrative area
19

20 **ARTICLE 30**

21 **EMPLOYEE RIGHTS**

22
23
24 **30.01** All reports and forms required by the Board to be completed shall be completed
25 on paid time
26

27 **30.02** Each employee shall have the right to inspect his/her permanent file(s). Such
28 examination shall be done during normal business hours pursuant to an appoint-
29 ment made for such purposes, provided that the appropriate administrator may
30 waive the need for an appointment. The employee may be accompanied by a
31 representative of his/her choice, and a representative of the Board may also be
32 present during such review. The employee shall not permanently remove any
33 item from his/her file, but shall be allowed copies of such at cost. This section shall
34 not be applicable to recommendations or appraisals from other employers, or
35 other such references
36

37 **30.021** When any complaint, reprimand, or other such evaluative material is
38 added, deleted, or changed in an employee's permanent file(s), a copy
39 of the same shall be made available to the employee, who shall
40 acknowledge receipt of the same. If any employee is required to sign
41 any such material within his/her file, such signature shall designate
42 receipt only and not agreement
43

44 **30.022** All employees shall have the right to comment, responsively, without
45 censorship, on all such evaluative material and said comments shall be
46 included in their official records. Any such response must be
47 submitted within fifteen (15) work days after such material is provided to
48 the employee. Such response shall be attached to file copies of such

- 1 evaluative material to which the response is directed. Material shall be
2 released outside of the Board as required by law and as the interests of
3 the Board and/or the employee clearly require. If released, the
4 employee shall be advised of the same to the extent permitted by law.
5
- 6 **30.023** An employee shall be entitled to have present a representative when
7 being officially reprimanded or disciplined. No reprimand or discipline
8 shall be discussed by the administrator(s) or representative involved
9 in the presence of students, parents, or employees not involved in the
10 events giving rise to such reprimand or discipline. Provided this shall
11 not preclude such discussion as is necessary to establish the facts and/
12 or to process such reprimand or discipline to the School Board.
13
- 14 **30.03** Employees who are required to utilize time clocks shall clock in by their scheduled
15 start time and shall be allowed to clock out up to ten (10) minutes prior to their
16 scheduled quitting time.
17
- 18 **30.04** Classified employees shall be afforded the following:
19
- 20 **30.041** An employee required by the Board to provide his/her personal
21 transportation shall be reimbursed by the Board at no less than the
22 rate allowed by law. Such requirement shall not include routine travel
23 to and from the employee's home and the worksite to which assigned.
24
- 25 **30.042** Employees shall be admitted without charge to school functions
26 subject to the following conditions:
27
- 28 a. The employee is assigned to work at the school which is a
29 participant in the activity or is a countywide employee or bus
30 driver.
31
- 32 b. The employee presents proper identification for admittance.
33
- 34 c. Activities that are not controlled by the district are not subject to
35 this provision.
36
- 37 **30.043** If any employee is sued in a tort action as a result of any action taken
38 by the employee in the proper exercise of his/her responsibilities,
39 the Board will provide for the defense thereof.
40
- 41 **30.044** Employees shall be provided the opportunity to participate in the
42 financial information seminars each year as provided other employees.
43 Such participation shall not require any interference with the employee's
44 work assignment.
45
- 46 **30.05** No employee shall be required to perform non-emergency health care proce-
47 dures or administer prescription medication until he/she is instructed by his/her
48 immediate supervisor or designee as to such procedures.

ARTICLE 31

INSERVICE TRAINING

31.01 All employees required by the Board to participate in any training and/or health and safety program shall be compensated at their regular rate of pay for the length of the program(s) Employees absent from the program(s) shall not be compensated for those hours unless assigned elsewhere by their immediate supervisor

ARTICLE 32

EQUAL PAY PROVISION

32.01 Any employee required to work temporarily outside of his/her classification for more than five (5) workdays in a payroll period shall receive the higher rate of pay for the entire period of the temporary assignment Such additional compensation shall be paid as promptly as payroll procedures shall reasonably permit

ARTICLE 33

WAGE AND SALARY SCHEDULE

33.01 Effective July 1, 1996, the Board agrees to implement the following classified wage and salary schedule

1995-96 WAGE AND SALARY SCHEDULE

GRADE	ENTRY	0 YRS	1 YRS	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	L-1	L-2	L-3
15	680	690	716	716	756	756	756	791	791	791	931	946	961
16	700	710	736	736	776	776	776	811	811	811	961	976	991
17	725	735	761	761	801	801	801	841	841	841	991	1006	1021
18	750	760	786	786	846	846	846	871	871	871	1021	1036	1051
19	780	790	816	816	856	856	856	916	916	916	1061	1076	1091
20	795	805	831	831	891	891	891	941	941	941	1091	1106	1121
21	830	840	866	866	906	906	906	956	956	956	1131	1146	1161
22	855	865	891	891	941	941	941	986	986	986	1171	1186	1201
23	875	885	911	911	976	976	976	1021	1021	1021	1211	1226	1241
24	915	925	951	951	1006	1006	1006	1061	1061	1061	1251	1266	1281
25	945	955	981	981	1036	1036	1036	1091	1091	1091	1301	1316	1331
26	985	995	1021	1021	1071	1071	1071	1131	1131	1131	1346	1361	1376
27	1015	1025	1051	1051	1111	1111	1111	1166	1166	1166	1386	1401	1416
28	1050	1060	1086	1086	1141	1141	1141	1201	1201	1201	1446	1461	1476
29	1090	1100	1126	1126	1186	1186	1186	1246	1246	1246	1496	1511	1526
30	1130	1140	1166	1166	1226	1226	1226	1286	1286	1286	1546	1561	1576

*Employees remain at entry level until they have completed the probationary period

**Employees remain at 0 Year level until they have completed one (1) year of creditable service for pay purposes

1 Longevity 1 - Employees with more than nine (9) years of creditable service for pay purposes
2 will be paid at L-1 level
3

4 Longevity 2 - Employees with more than twelve (12) years of creditable service for pay
5 purposes will be paid at L-2 level
6

7 Longevity 3 - Employees with more than fifteen (15) years of creditable service for pay
8 purposes will be paid at L-3 level
9

10 There shall be no movement of employees on the 1995-96 salary schedule from their 1994-
11 95 level, with the exception of Entry level
12

13 **33.02** Movement of employees on the Wage and Salary Schedule is accomplished only
14 through negotiations between the Union and the Board
15
16
17

18 The amount of pay received by a probationary employee (entry) shall be ten cents
19 (10) per hour less than the minimum paid to nonprobationary employees
20

21 One (1) year of creditable service for pay purposes shall be earned by an
22 employee who works no less than one (1) day more than fifty percent (50%) of
23 his/her normal work year
24

25 **33.03** Employees who volunteer for assignments which generate funds, e g athletic
26 events and dances, shall be compensated at the rate of \$8 50 per hour Time
27 spent at such assignment is not subject to the overtime provisions of this
28 Agreement
29

30 **33.04** An employee whose normal work assignment is designed for him/her to regularly
31 report to his/her worksite between 10 P M and 3 30 A M shall receive a shift
32 premium of thirty cents (30) per hour Shift premium shall not apply to special
33 or temporary assignments such as, but not limited to, field trips for bus drivers,
34 work performed at school functions, and other assignments not normally part of
35 the employee's regular workday
36

37 **33.05** Effective the 1993-94 school year, all current food service workers shall be paid
38 on the existing salary schedule and all food service workers hired on or after July
39 1, 1993 shall be paid at the rate of six dollars (\$6 00) per hour and those whose
40 normal workday is four (4) hours or less shall not receive Board-paid fringe
41 benefits, e g medical insurance, life insurance, and the like Changes in wages
42 and/or benefits shall only be changed through negotiations
43
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ARTICLE 34

EFFECT AND DURATION OF AGREEMENT

34.01 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement

34.02 This Agreement shall be effective on the date of execution except that Article 33 shall be effective according to its terms Article 21 01 shall be effective July 1, 1983

34.03 This Agreement shall remain in full force and effect until midnight June 30, 1996 and shall be automatically extended from month to month unless either party shall give notice to the other in writing of its desire to terminate, in which case the Agreement shall terminate in thirty (30) calendar days Such extension of the Agreement shall not imply any obligation on the part of the Board to advance an employee from one level to another on the salary schedule

34.04 This Agreement shall be reopened for negotiations no later than May 1, 1996, except by mutual agreement between the parties

APPENDIX

Employee Hospitalization/Medical Plan

In addition to the employee benefits otherwise contained in the Collective Bargaining Agreement between the parties, the following employee benefits and other pertinent information shall become effective upon ratification by the employees and the School Board

Blue Cross/Blue Shield Preferred Provider Organization (PPO)

Deductibles and stop loss levels will be as follows for the twelve (12) month period from January 1, 1996 through December 31, 1996

Deductible		Stop Loss		
80/20 (PPO in Network)		Individual	\$1,500	(In Network)
60/40 (Out of Network)		Family	\$3,000	(In Network)
Individual	\$400	Individual	\$2,000	(Out of Network)
Family	\$800	Family	\$4,000	(Out of Network)

During the plan year January 1, 1996 through December 31, 1996, only expenses incurred in the plan year will be allowed to count toward the deductible for that plan year.

PPO-PlanCo-payment \$10 00 for each In-Network nonsurgical office visit Outpatient surgery covered the same as if surgery was performed as an inpatient

The following additional benefits will continue to be effective January 1, 1996

- A One annual cancer screening to include Mammogram, PAP smear, colorectal, prostate, and blood test for ovarian cancer as applicable Such annual tests shall be covered at 100% after \$10 00 co-payment per doctor visit In-Network
- B Prescription drugs, limited to a thirty (30) day supply, paid at 100% at participating pharmacies after \$5 00 co-payment for generic and \$10 00 co-payment for brand name drugs The above co-payments will be applied to each prescription and each refill
- C Mail order service for long-term maintenance prescription drugs - an \$8 00 co-payment for brand names will be required

MONTHLY RATES FOR BLUE CROSS/BLUE SHIELD PPO

	<u>Premium Amount</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Employee	\$240	\$207	\$ 33
Employee/Spouse	\$480	\$207	\$273
Employee/Children	\$356	\$207	\$149
Employee/Other	\$581	\$207	\$374

1 **Aetna and Prudential Health Maintenance Organizations (HMO)**

2 Monthly rates for the period January 1, 1996 to December 31, 1996

3

4		<u>Premium Amount</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
5	Employee	\$157	\$157	-0-
6	Employee/Spouse	\$313	\$157	\$156
7	Employee/Children	\$233	\$157	\$ 76
8	Employee/Other	\$380	\$157	\$223

9

10 Co-payment for each participating doctor office visit - \$10 00

11

12 Prescription drugs, limited to a thirty (30) day supply, paid at 100% at participating
13 pharmacies after \$5 00 co-payment for generic and \$10 00 co-payment for brand name
14 drugs The above co-payments will be applied to each prescription and each refill

14

15 Mail order service for long-term maintenance prescription drugs is available with above
16 co-payments required

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18 Employees must elect a primary physician to provide primary care and to direct covered
19 persons to other specialists

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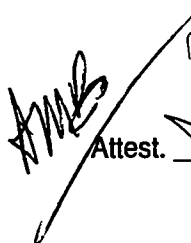
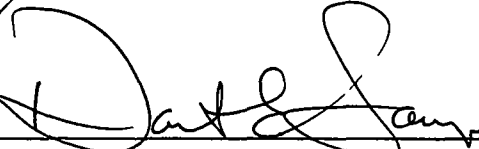
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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 13th day of February, 1996, to be effective as stated herein

THE SCHOOL BOARD OF BREVARD COUNTY

By 
Chairman

 Attest. 
Superintendent of Schools

**LOCAL 1010, INTERNATIONAL BROTHERHOOD OF PAINTERS
AND ALLIED TRADES, AFL-CIO**

By 
Business Manager/Chief Negotiator

Attest 
Special Representative

NON-DISCRIMINATION NOTICE

It is the policy of the School Board of Brevard County to offer the opportunity to students to participate in appropriate programs, and activities without regard to race, color, religion, national origin, sex, disability, marital status, or age, except as otherwise provided by Florida State Law

A student having a grievance concerning discrimination may contact.

Dr. Daniel T. Scheuerer	or	Ms. Marjorie Ebersbach	School Board of Brevard County
Equity Coordinator		Director, Secondary Education	2700 St. Johns Street
Assistant Superintendent		Department of Curriculum Services	Melbourne, Florida 32940-6699
Department of Curriculum Services			(407) 631-1911

It is the policy of the School Board of Brevard County not to discriminate against employees or applicants for employment on the basis of race, color, religion, sex, national origin, participation and membership in professional or political organizations, marital status, age, or disability. Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship, and is prohibited. This policy shall apply to recruitment, employment, transfers, compensation, and other terms and conditions of employment.

An employee or applicant having a grievance concerning employment may contact.

Mr. Leroy A. Berry	or	Ms. Ann Marie Brush	School Board of Brevard County
Assistant Superintendent		Director Human Resources	2700 St. Johns Street
Human Resources Services		Services and Labor Relations	Melbourne, Florida 32940-6699
			(407) 631-1911

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6/95

SCHOOL BOARD OF BREVARD COUNTY

2700 St. Johns Street
Melbourne, Florida 32940-6699
Telephone (407) 631-1911

LOCAL UNION 1010, IBPAT

1613-B North Cocoa Boulevard
Cocoa, Florida 32922
Telephone (407) 631-0275